FILED
IN CLERK'S OFFICE
2016 MAY 18
U.S. DISTRICT COURT
DISTRICT OF MASS.

RECEIVED
MAY 16 2016
By____________

1681CV00856

Christine Morin, et al

v.

Metropolitan Property & Casualty Insurance Co

Removed to US District Court of Massachusetts

5/

McGOVERN, SNYDER & GANEM, PC
ATTORNEY'S AT LAW
21 MERCHANTS ROW, 4th FLOOR
BOSTON, MA 02109

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

MIDDLESEX COUNTY
LOWELL DIVISION
CIVIL ACTION NO.: 1681CV00856

****
CHRISTINE MORIN f/k/a Christine Morin-Kiley
And ESTATE OF NORMAND A. MORIN
Plaintiff,

16cv10687 LTS

v.

METROPOLITAN PROPERTY AND CASUALTY
INSURANCE COMPANY a/k/a MetLife Auto & Home
Defendant.
****

FILED
IN THE OFFICE OF THE
CLERK OF COURTS
FOR THE COUNTY OF MIDDLESEX
MAY - 5 2016
CLERK

NOTICE OF REMOVAL PURSUANT TO 28 USCA §1446(a)

Now comes the Defendant, Metropolitan Property and Casualty Insurance Company ("Metropolitan"), and hereby provides notice of its removal of this action to the United States District Court for the District of Massachusetts.

As reason therefore, Metropolitan states that the Plaintiff's Complaint alleges that she is a resident of the Commonwealth of Massachusetts. Metropolitan is a resident of the State of Rhode Island. Additionally, the Plaintiff claims to have incurred damages that can reasonably be expected to exceed $75,000.00. Accordingly the United States District Court for the District of Massachusetts has jurisdiction over this case pursuant to 28 USCA §1332(a).

WHEREFORE, for the foregoing reasons, the Defendant, Metropolitan, provides notice of its removal of this action to the United States District Court for the District of Massachusetts.

I hereby certify on [illegible] that the foregoing document is true and correct copy of the
☐ electronic docket in the captioned case
☐ electronically filed original filed on
☒ original filed in my office on [illegible]-11-16
Robert M. Farrell
Clerk, U.S. District Court
District of Massachusetts

By: [signature]
Deputy Clerk

UNITED STATES DISTRICT COURT DISTRICT OF MASSACHUSETTS

Respectfully submitted,
For the Defendant,
Metropolitan Property and Casualty Insurance Company,
By its attorney,

/s/ Michael L. Snyder
Michael L. Snyder, Esq.
msnyder@msg-pc.com
BBO # 565038
McGovern, Snyder & Ganem, P.C.
21 Merchants Row, 4th Floor
Boston, MA 02109
(617) 723-1444

Date: April 7, 2016

CERTIFICATE OF SERVICE

I, Michael L. Snyder, Esq., hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF). Upon information and belief, no unregistered participants have been identified.

/s/ Michael L. Snyder
Michael L. Snyder, Esq.

Date: April 7, 2016

McGovern, Snyder & Ganem, P.C.
ATTORNEYS AT LAW
21 Merchants Row
BOSTON, MASSACHUSETTS 02109

TELEPHONE: (617) 723-1444
FAX: (617) 723-3555
E-MAIL: msg@msg-pc.com

GLENDA H. GANEM *
MICHAEL L. SNYDER*

PETER R. HOUSTON
EMILY P. CROWLEY^
TIMOTHY J. DONOVAN*^
SHANNON N. HYLE †
JORDAN L. SCHWINDT

* ALSO ADMITTED IN NH
† ALSO ADMITTED IN RI
^ ALSO ADMITTED IN ME

1414 MAIN STREET
SPRINGFIELD, MA 01115

TELEPHONE (413) 732-0711

PLEASE RESPOND TO THE BOSTON OFFICE

FILED
IN THE OFFICE OF THE
CLERK OF COURTS
FOR THE COUNTY OF MIDDLESEX
MAY - 5 2016
CLERK

May 3, 2016

Clerk of Civil Business
Middlesex County Superior Court
360 Gorham Street
Lowell, MA 01852

Re: Christine Morin f/k/a Christine Morin-Kiley; And Estate of Normand Morin v. Metropolitan Property and Casualty Insurance Company a/k/a MetLife Auto & Home
Middlesex County Superior Court
Civil Action No.: 1681CV00856
Claim No.: JDE03752
Our File No.: M.10236

Dear Sir or Madam:

With regard to the above-referenced litigation, enclosed please find the following document:

- **Certified Notice of Removal Pursuant To 28 USCA §1446(a).**

Please notify us when a certified copy of your docket is prepared. Thank you for your attention to this matter.

Very truly yours,

Michael L. Snyder

MLS/aao
Enclosure

McGovern, Snyder & Ganem, P.C.
ATTORNEYS AT LAW
21 Merchants Row
BOSTON, MASSACHUSETTS 02109

TELEPHONE (617) 723-1444
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1414 MAIN STREET
SPRINGFIELD, MA 01115

TELEPHONE (413) 732-0711

PLEASE RESPOND TO THE
BOSTON OFFICE

FILE COPY

April 13, 2016

Clerk for Civil Business
Middlesex Superior Court
200 Trade Center
Woburn, MA 01801

Re: Christine Morin f/k/a Christine Morin-Kiley; And Estate of Normand Morin v. Metropolitan Property and Casualty Insurance Company a/k/a MetLife Auto & Home
Middlesex County Superior Court
Civil Action No.: 1681CV00856
Claim No.: JDE03752
Our File No.: M.10236

Dear Sir or Madam:

Enclosed for your review and activity in the above referenced matter, please find the following documents:

- **Notice of Removal Pursuant to 28 USCA §1446(a);** and
- **Notice of Electronic Filing dated April 12, 2016.**

Please take note that 1681CV00856 has been removed to the United States District Court. Please send a certified copy of your docket to me or the United States District Court at your convenience.

Thank you for your attention to this matter.

Very truly yours,

Michael L. Snyder

MLS/aao
Enclosures

LOWELL

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

MIDDLESEX COUNTY
LOWELL DIVISION
CIVIL ACTION NO.: 1681CV00856

FILED
IN THE OFFICE OF THE
CLERK OF COURTS
FOR THE COUNTY OF MIDDLESEX
APR 11 2016
CLERK

****
CHRISTINE MORIN f/k/a Christine Morin-Kiley
And ESTATE OF NORMAND A. MORIN
Plaintiff,

v.

METROPOLITAN PROPERTY AND CASUALTY
INSURANCE COMPANY a/k/a MetLife Auto & Home
Defendant.
****

NOTICE OF APPEARANCE

Please enter the appearance of Michael L. Snyder, Esq., as attorney for the Defendant, Metropolitan Property and Casualty Insurance Company in connection with the above captioned matter.

Respectfully submitted,
For the Defendant,
Metropolitan Property and Casualty
Insurance Company,
By its attorney,

Michael L. Snyder, Esq.
BBO # 565038
msnyder@msg-pc.com
McGovern, Snyder & Ganem, P.C.
21 Merchants Row, 4th Floor
Boston, MA 02109
(617) 723-1444

Date: April 7, 2016

CERTIFICATE OF SERVICE

I, Michael L. Snyder, Esq., attorney for the Defendant, Metropolitan Property and Casualty Insurance Company, hereby certify that I have this day served, via postage pre-paid mail, a copy of the within document direct to:

Chaz Robert Fisher, Esq.
Fisher Legal, P.A.
217 Hanover Street, #184
Boston, MA 02113.

Signed under the pains and penalties of perjury this 7 day of April, 2016.

Michael L. Snyder, Esq.

McGovern, Snyder & Ganem, P.C.
ATTORNEYS AT LAW
21 Merchants Row
Boston, Massachusetts 02109

Telephone (617) 723-1444
Fax (617) 723-3555
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Glenda H. Ganem *
Michael L. Snyder*

Peter R. Houston
Emily P. Crowley^
Timothy J. Donovan*^
Shannon N. Hyle †
Jordan L. Schwindt

* Also admitted in NH
† Also admitted in RI
^ Also admitted in ME

1414 Main Street
Springfield, MA 01115

Telephone (413) 732-0711

Please respond to the Boston office

April 7, 2016

Clerk for Civil Business
Middlesex Superior Court
200 Trade Center
Woburn, MA 01801

Re: Christine Morin f/k/a Christine Morin-Kiley; And Estate of Normand Morin v. Metropolitan Property and Casualty Insurance Company a/k/a MetLife Auto & Home
Middlesex County Superior Court
Civil Action No.: 1681CV00856
Claim No.: JDE03752
Our File No.: M.10236

Dear Sir or Madam:

Enclosed for filing in the above referenced matter, please find the following documents:

- **Notice of Appearance;** and
- **Certificate of Service.**

Thank you for your attention to this matter.

FILED IN THE OFFICE OF THE CLERK OF COURTS FOR THE COUNTY OF MIDDLESEX
APR 11 2016

Very truly yours,

Michael L. Snyder

MLS/aao
Enclosures
Cc: Chaz Robert Fisher, Esq.

CIVIL ACTION COVER SHEET

DOCKET NUMBER 16-0850

Trial Court of Massachusetts
The Superior Court

COUNTY: Middlesex

PLAINTIFF(S): Christin Morin & Estate of Normand A. Morin

ADDRESS: 206 North Street, Chelmsford MA 01824

DEFENDANT(S): Metropolitan Property & Casualty Insurance Company a/k/a MetLife Auto & Home

ATTORNEY: Chaz R. Fisher, Esq.

ADDRESS: FISHER LEGAL PA
217 Hanover Street #184, Boston, MA 02113

TEL: 617-851-1560 EMAIL: Chaz@FisherLegalPA.com

BBO: 649059

ADDRESS: c/o Registered Agent - CT Corporation System
155 Federal Street, Suite 700, Boston, MA 02110

TYPE OF ACTION AND TRACK DESIGNATION (see reverse side)

CODE NO.	TYPE OF ACTION (specify)	TRACK	HAS A JURY CLAIM BEEN MADE?
A06	Insurance Contract	F	[X] YES [ ] NO

*If "Other" please describe:

STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, §3A

FILED
IN THE OFFICE OF THE
CLERK OF COURTS
FOR THE COUNTY OF MIDDLESEX
MAR 25 2016
CLERK

The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff counsel relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

TORT CLAIMS
(attach additional sheets as necessary)

A. Documented medical expenses to date:
1. Total hospital expenses .... $
2. Total doctor expenses .... $
3. Total chiropractic expenses .... $
4. Total physical therapy expenses .... $
5. Total other expenses (describe below) .... $

Subtotal (A): $

B. Documented lost wages and compensation to date .... $
C. Documented property damages to dated .... $
D. Reasonably anticipated future medical and hospital expenses .... $
E. Reasonably anticipated lost wages .... $
F. Other documented items of damages (describe below) .... $

G. Briefly describe plaintiff's injury, including the nature and extent of injury:
Emotional Distress (amount of damages to be determined) / Death

TOTAL (A-F):$ TBD

CONTRACT CLAIMS
(attach additional sheets as necessary)

Provide a detailed description of claims(s):
Breach of Insurance Contract, Violations of MGL c.93A, Violations MGL c.176D, Negligence,

Intentional Infliction of Emotions Distress, Negligent Infliction of Emotional Distress (BEFORE Multiplying under MGL 93A)

TOTAL: $ $152,018.80

Signature of Attorney/Pro Se Plaintiff: X [signature]

Date: March 8, 2016

RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court.

CERTIFICATION PURSUANT TO SJC RULE 1:18

I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.

Signature of Attorney of Record: X [signature]

Date: 3/8/2016

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

SUPERIOR COURT
DOCKET NO.: 16-0856

CHRISTINE MORIN f/k/a Christine Morin-Kiley; And ESTATE OF NORMAND A. MORIN

Plaintiffs

V.

METROPOLITAN PROPERY & CASUALTY INSURANCE COMPANY a/k/a MetLife Auto & Home

Defendant

COMPLAINT

FILED IN THE OFFICE OF THE CLERK OF COURTS FOR THE COUNTY OF MIDDLESEX
MAR 25 2016
CLERK

COMPLAINT

NOW COMES the Plaintiff, CHRISTINE MORIN and the ESTATE OF NORMAND A. MORIN, complaining against the Defendant for relief as set forth more fully herein.

PARTIES

1. Plaintiff CHRISTINE MORIN (formerly known as Christine Morin-Kiley) is an unmarried individual residing in Chelmsford, Massachusetts;
2. Plaintiff ESTATE OF NORMAND A. MORIN (established by the death of Normand A. Morin on or about April 1, 2014), and co-plaintiff Christine Morin is the acting representative at all times relevant.
3. Defendant METROPOLITAN PROPERTY & CASUALTY INSURANCE COMPANY (a/k/a MetLife Auto & Home) operates as a property insurance company in the Commonwealth of Massachusetts, and is registered as a foreign corporation with a

registered agent identified as CT Corporation System, 155 Federal Street, Suite 700, Boston, MA 02110. The Defendant is hereinafter referred to as "MetLife"

BACKGROUND FACTS

4. At all relevant times, the Defendant MetLife issued home owners insurance policies in the Commonwealth of Massachusetts and held all necessary licenses or registrations with such Massachusetts agencies to permit the sale of said insurance in the Commonwealth.
5. At all relevant times, the Defendant MetLife was the home owner insurance carrier for the Plaintiffs with regard to a home insurance policy for the property located at 112 Woburn Street, Lowell, Massachusetts.
6. The Defendant MetLife provided home insurance to the Plaintiffs' property located at 112 Woburn Street, Lowell, Massachusetts (hereinafter the "subject property" or "Insureds' home")
7. Defendant MetLife insurance policy on the Plaintiffs' home is Insurance Policy #769475027-0
8. On or about January 18, 2014, the Plaintiffs suffered property loss at the subject, insured home located at 112 Woburn Street, Lowell, MA.
9. Thereafter, the Plaintiffs notified the Defendant of the loss, and the Defendant MetLife issued to the Plaintiffs as claimants the Insurance Loss Claim Number #JDE03752-4X.
10. The Defendant MetLife failed to investigate the claim.
11. The Defendant MetLife never actually inspected the subject property after the claim.
12. The Defendant MetLife has refused to pay on the claim or issue a proper letter of denial of the insurance claim.

13. The Defendant MetLife has never responded in writing to the Plaintiffs' written demand pursuant to Massachusetts General Laws Chapter 93A et. seq. and Chapter 176D et. seq.

COUNT I

BREACH OF CONTRACT

14. The Plaintiffs repeat and re-assert the above paragraphs as if set forth herein.
15. The Plaintiffs and the Defendant had a mutually binding contract under which the Defendant provided Plaintiffs with home owner's insurance coverage for the property owned by the Plaintiffs as located at 112 Woburn Street, Lowell, Massachusetts.
16. Said policy was in full force and effect at time of the insurance loss occurred.
17. The Defendant promised to provide monetary compensation to the Plaintiffs as insureds to repair or for the Plaintiffs to recover for damages suffered at the subject property.
18. The Plaintiffs promised to pay for the insurance coverage, and at time of the insured loss the insurance policy was paid and in full force and effect.
19. Shortly after the property damage was discovered on or about January 18, 2014, the Plaintiffs asserted an insurance claim to the Defendant MetLife.
20. Defendant MetLife failed to investigate the claim.
21. Defendant MetLife to date has refused to render a decision under the policy or claim.
22. Defendant MetLife has breached the contract by failing to investigate the claim or failing to compensate the Plaintiffs for said losses arising from the claim.
23. Plaintiffs have suffered damages as a result of the Defendant breaching the contract.

COUNT II

VIOLATION OF MGL c.93A Section 9

24. The Plaintiffs repeat and re-assert the above paragraphs as if set forth herein.

25. Massachusetts General Laws Chapter 93A "MGL c.93A" (also known generally as the Massachusetts Consumer Protection Law), protects consumers from unfair or deceptive business practices or acts during trade or commerce.

26. The Defendant's sale of home owner's insurance policy to the Plaintiffs is a qualified business practice or act, and such activity in the Commonwealth of Massachusetts qualifies as occurring in trade or commerce pursuant to MGL c.93.

27. On or about September 8, 2015, the Plaintiffs (through legal counsel) served upon the Defendant a demand pursuant to MGL c.93A and MGL c.176D seeking damages of $152,018.80 (See **Exhibit "A"** for a copy including copies of certified mail receipt and acknowledgment of Defendant receipt).

28. Plaintiff asserts within the letter various but not all claims against the Defendant including but not limited to:

    a) Failed to investigate the claim.

    b) Failed to conduct an actual physical inspection of the loss property

    c) Failed to process the supporting documents provided by the Plaintiffs during the course of the claim process

    d) Summarily denied coverage without identifying the policy provision

    e) Failed to timely respond to Plaintiff before sale of property several months after the insurance loss.

29. MGL c.93A requires the Defendant to submit a written response to the Plaintiffs (or their legal counsel) within thirty (30) days of receipt of the demand.

30. Defendant never answered the Plaintiffs' MGL c.93A and c.176D demand letter.

31. MGL c.93A, Section 9 provides certain protections to the Plaintiffs as consumers (See attached **Exhibit "B"** copy of law).

32. MGL c.93A requires the Defendant to offer to the Plaintiff "at minimum" $25.00 or actual damages, whichever is greater.

33. MGL c.93A requires the Defendant to pay Plaintiffs' legal costs and fees, including but not limited to all attorneys' fees.

34. MGL c.93A, Section 9(3) requires the Court to award double or treble damages upon a finding that Defendant's actions were "willful" or "knowing".

35. The Plaintiffs have suffered damages as a result of the Defendant's actions or non-actions which violated Massachusetts Generals Laws Chapter 93A et. seq.

COUNT III

VIOLATION OF MGL c.176D

36. The Plaintiffs repeat and re-assert the above paragraphs as if set forth herein.

37. Massachusetts General Laws Chapter 176D "MGL c.176D" (also generally known as the "Unfair Insurance Practices Act") protects insureds or tort plaintiffs from unfair or deceptive insurance claims practices.

38. MGL c.176D requires insurers such as the Defendant MetLife to effectuate a prompt, fair and equitable settlement of an insured's claim. (MGL c.176D §3(9)(f)).

39. MGL c.176D, Section 3 specifically regulates "unfair methods of competition and unfair or deceptive acts or practices in the business of insurance". (See attached **Exhibit "C"** copy of law).

40. Shortly after the January 18, 2014 loss, the Plaintiffs as insured remitted an insurance claim to the Defendant.

41. Subsequently, the Plaintiffs were forced to retain the services of a public insurance adjuster which made claims to the Defendant insurance company.

42. Subsequently, the Plaintiffs were forced to retain legal counsel and resort to litigation to further their claims under the insurance policy and the instant action against the Defendant MetLife insurance company.

43. Without exhausting all claims, the Plaintiffs assert that the Defendant violated MGL c.176D by:

    a) Failing to acknowledge and act reasonably promptly upon communication with respect to claims arising under insurance policies (MGL c.176D §3(9)(b);

    b) Failing to adopt and implement reasonable standards for the prompt investigation of claims arising under insurance policies ((MGL c.176D §3(9)(c);

    c) Refusing to pay claims without conducting a reasonable investigation based upon all available information (MGL c.176D §3(9)(d);

    d) Failing to affirm or deny coverage of claims within a reasonable time after proof of loss statements have been completed (MGL c.176D §3(9)(e);

e) Failing to effectuate prompt, fair and equitable settlements of claims in which the liability has become reasonably clear (MGL c.176D §3(9)(f);

f) Compelling insureds to institute litigation to recover amounts due under an insurance policy by offering substantially less than the amounts ultimately recovered in actions brought by such insureds (MGL c.176D §3(9)(g);

g) Delaying the investigation or payment of claims by requiring that an insured or claimant… submit a preliminary claim report and then requiring the subsequent submission of formal proof of loss forms, both of which submissions contain substantially the same information (MGL c.176D §3(9)(l);

h) Failing to settle claims promptly, where liability has become reasonably clear, under one portion of the insurance policy coverage in order to influence settlements under other portions of the insurance policy coverage (MGL c.176D §3(9)(m);

i) Failing to provide promptly a reasonable explanation of the basis in the insurance policy in relation to the facts or applicable law for denial of a claim or for the offer of a compromise settlement (MGL c.176D §3(9)(n);

44. Violations of MGL c.176D is a "per se" violation of MGL c.93A.

45. The Plaintiffs have suffered damages as a result of the Defendant violating MGL c.176D.

COUNT IV

NEGLIGENCE

46. The Plaintiffs repeat and re-assert the above paragraphs as if set forth herein.

47. Defendant as insurance company for the Plaintiff insureds had a duty and duty of care to provide insurance coverage, including but not limited to providing insurance protection to the Plaintiffs for property losses suffered.

48. Defendant MetLife breached its duties when it failed to satisfy its duties owed to the Plaintiffs as insureds under the insurance policy by inter alia failing to promptly investigate a claim and for those allegations set forth herein as violations of MGL c.93A and MGL c.176D.

49. Defendant MetLife's breach of its duty as insurance company caused the Plaintiffs to suffer damages.

50. Defendant MetLife is liable to the Plaintiffs for MetLife's negligence.

COUNT V

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

51. The Plaintiffs repeat and re-assert the above paragraphs as if set forth herein.

52. The Defendant had a duty as insurer to promptly investigate the Plaintiffs' insurance claim for losses suffered in January 2014 at their property insured by Defendant.

53. The Defendant failed to promptly investigate and to proceed with said investigation in a reasonable manner.

54. The Defendant never physically inspected the property.

55. The Defendant, however, did demand an examination under oath of the elderly insured Normand A. Morin.

56. Plaintiffs objected to an investigation by examination under oath since the Defendant had not yet visited the subject property or otherwise processed the insurance claim.

57. Defendant threatened to deny the claim unless the examination occurred.

58. In late March 2014, the Defendant conducted its examination under oath at the elderly Plaintiffs' home.

59. Within hours of the Defendant conducting its examination of the insured, Normand A. Morin died.

60. Plaintiff Christine Morin and the decedent's wife Louise Morin were required to attend the examination of late Normand A. Morin, and witnessed the examination.

61. Plaintiff Christine Morin complained to Defendant to stop the examination; however, the Defendant again threatened to deny the insurance claim.

62. At no time, did the Defendant insurance company seek an alternative investigation or examination of Plaintiff Christine Morin (as daughter and caretaker for decedent Normand A. Morin).

63. Defendant's actions are beyond reasonability standards and are outrageous.

64. An action for Intentional Infliction of Emotion Distress, the Plaintiff must demonstrate (1) outrageous conduct by the defendant; (2) the defendant's intention of causing or reckless disregard of the probability of causing emotional distress; (3) the plaintiff's suffering severe or extreme emotional distress; and (4) actual and proximate causation of the emotional distress by the defendant's outrageous conduct.

65. The Plaintiff suffered emotional distress from the Defendant insurance company forcing him to attend an examination under oath, and forcing co-Defendant Christine Morin and Louis Morin to witness the examination of the elderly insured.

66. Plaintiff Normand A. Morin (now his Estate) died within hours of the Defendant's action and outrageous conduct.

COUNT VI

NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

67. The Plaintiffs repeat and re-assert the above paragraphs as if set forth herein.

68. The Defendant as insurance provider is required to promptly investigate the insurance claim by reasonable means and effort.

69. At minimum, the Defendant insurance company was required to physically inspect the subject home which suffered damages on or about January 18, 2014.

70. The Defendant breached its duty as insurance company and never inspected the home.

71. The Defendant insurance company demanded an investigation and examination under oath of the late defendant Normand A. Morin as insured.

72. Co-Plaintiff Christine Morin offered alternatives to the examination, including but not limited to physical inspection of the subject property, meetings with the police, or examination under oath of herself.

73. Defendant Insurance company denied these reasonable offers, and threatened to deny the insurance claim without an examination of the late Normand A. Morin.

74. Co-Plaintiff Christine Morin as daughter and care-taker for the late Norman A. Morin, as well as Louise Morin (wife of Normand A. Morin) was present at the Defendant insurance company examination of late Norman A. Morin.

75. Co-plaintiff Christine Morin suffered mental anguish and emotional distress from observing the Defendant insurance company force an examination of her elderly father.

76. Shortly after the examination, the late Normand A. Morin died.

77. Plaintiff Christine Morin suffered loss from her father's death, emotional support, care, and continues to suffer emotional distress from the Defendant's outrageous conduct.

78. Defendant is liable to Plaintiffs for its outrageous conduct and negligent infliction of emotional distress which caused loss and damages which continue.

DAMAGES

79. The above paragraphs are incorporated herein and restated.

80. Plaintiffs incurred damages exceeding the statutory Superior Court threshold of $25,000.00, exclusive of costs and attorneys' fees.

81. Plaintiffs' subject home, unable to be repaired because the Defendant failed to process the insurance claim, was sold on or about May 30, 2014 for $132,000.00.

82. The Plaintiffs notified the Defendant insurance company prior to the sale demanding action on the Plaintiffs' claims to fix the subject property.

83. The subsequent owner repaired the subject property and sold the property to another on or about August 28, 2015 for $263,000.00 – a profit of $131,000.00.

84. The Plaintiffs have incurred costs and attorneys' fees in this action and said costs and attorneys fees will continue to accrue.

85. MGL c.93A and c.176D entitle the Plaintiffs to recovery of all costs and attorneys' fees.

86. MGL c.93A and c.176D entitle the Plaintiffs to recovery of double or treble damages in light of the Defendant's reckless and knowing conduct.

87. Plaintiffs are entitled to such further relief as the Court finds meet and just for the emotional distress, including but not limited to death, suffered by Normand A. Morin.

88. Plaintiffs are entitled to such further relief as the Court finds meet and just for the emotional distress suffered and which continues as result of the death of Normand A. Morin and the actions of the Defendant.

WHEREFORE, the Plaintiff respectfully requests that the Court:

1. Enter judgment in Plaintiffs' favor for relief requested herein, including but not limited to the amount of $152,018.80 as initially set forth in the Plaintiffs' MGL c.93A and c.176D demand letter (Exhibit "A");
2. Enter judgment in accordance with MGL c.93A and c.176D in the mandatory recovery of the Plaintiffs' costs and attorneys' fees;
3. Enter judgment in accordance with MGL c.93A and c.176D by doubling or trebling the damages therein awarded to the Plaintiffs.
4. Enter judgment in Plaintiffs' favor for such other damages as determined as trial.
5. Enter such other relief as this Court finds meet and just.

PLAINTIFFS DEMAND A JURY TRIAL ON ALL COUNTS.

Respectfully submitted,

DATED: March 8, 2016

Chaz R. Fisher, BBO#649059
FISHER LEGAL PA
217 Hanover Street #184
Boston, MA 02113
TEL: 617-851-1560
FAX: 561-424-8106
Email: Chaz@FisherLegalPA.com

EXHIBIT LIST TO COMPLAINT

Exhibit "A"	**Plaintiff Demand Letter dated 9/8/2015**
Exhibit "B"	**MGL c.93 §9**
Exhibit "C"	**MGL c.176D §3**

EXHIBIT "A"

Plaintiff Demand Letter

Dated 9/8/2015

COPY

FISHER LEGAL, P.A.

Chaz R. Fisher, Esq. †

† Licensed only in FL, MA

Massachusetts:
217 Hanover Street #184
Boston, MA 02113

Tel: 617-851-1560
Fax: 561-424-8106

PRE-LITIGATION DEMAND PURSUANT TO MGL c.93A and c.176D

September 8, 2015

FIRST CLASS MAIL

John Baumeister
Metropolitan Property & Casualty Ins. Co.
Attention: Claims
P.O. Box 6040
Scranton, PA 18505

RE:	Insured:	Christine Morin-Kiley/Estate of Normand A. Morin
	Loss Date:	January 18, 2014
	Property:	112 Woburn Street, Lowell, MA
	Policy No.	769475027-0
	Claim No.	JDE03752 4X

Dear Mr. Baumeister:

This Letter is a pre-litigation demand pursuant to Massachusetts General Laws Chapter 93A and Chapter 176D for unfair and deceitful business practices and claims practices with regard to processing an insurance claim. Please respond in the time permitted.

Formal pre-suit demand is hereby made and this Office reserves the right to supplement and amend should this matter require formal legal suit.

Property Loss (Fair Market Value):	$131,000.00
Attorney Fees (to date of letter):	$ 2,500.00
Furniture Damage / Cleaning Clothes:	$ 17,000.00
Moving Expenses:	$ 1,500.00
Costs for postage/mailing:	$ 18.80
NET Total:	**$152,018.80**
Total Demand (trebled under MGL c.93A & c.176D):	**$456,056.40**

History

On or about January 18, 2014, a loss was suffered by the homeowner insured at the insured property location with significant damages. Police reports were filed documenting the same. Your company was immediately notified of the loss; however, your company refused or otherwise failed to conduct a physical inspection or site visit upon the subject property. The insured also notified your company that the subject property was in the process of being sold "as is" with the damage in the next several months. Again, your company refused or failed to conduct a physical inspection. On May 30, 2014, the property was sold for $132,000.00 as a result of the significant damages and non-assignment of insurance claims to the buyer. Recently, the property was re-sold by the buyer on August 28, 2015 after repairs for $263,000.00. In simple conclusion, it appears that the damages claimed under the insurance policy caused the fair market value for the subject property to drop $131,000.00.

Nevertheless, your company has done nothing to investigate the claimed damages. Your recent correspondence indicated that the claim is now denied because you believe the property to (1) been vacant at time of loss, and (2) not serviced by utilities. Your summary dismissal of the claim is knowingly false and a violation of MGL c.93A and c.176D for unfair settlement practices. Be clear, your decision to close the claim is a clear violation since inter alia (1) your company was aware that although the property was listed for sale the property was maintained by the homeowner, and thus their personal belongings remained at the property (an actual site inspection by your office would have confirmed the same), and (2) several utility bills were submitted to your office demonstrating that adequate services remained in operation at loss.

Massachusetts Consumer Protection Laws (MGL c. 93A) violations:

Massachusetts' cornerstone law is its Consumer Protection law, more formally illustrated under Massachusetts General Laws Chapter 93A. This law prohibits unfair and deceptive actions against consumers, such as the insured homeowners, in the course of business. As an insurance company offering insurance in the Commonwealth of Massachusetts and otherwise holding operations herein the Commonwealth for the public such as the insured, you are deemed to be operating in the chain of commerce as defined by MGL c.93A, §1(b) therefore you are subject to the penalties set forth thereunder.

Your company's actions as set forth above also illustrate a pattern of violations under Massachusetts General Laws Chapter 176D (unfair insurance settlement practices). Collectively MGL c.93A, §9, and MGL c.176D provide the remedy of treble (triple) damages as well as the collection of all attorney fees and costs incurred in any action against the offending party. Such demand results from your acts of unfair and deceptive business practices set forth below. Please respond accordingly as provided by statute.

For your reference, M.G.L. c. 93A provides for private remedies to those injured as the result of unfair methods of competition and *unfair and/or deceptive trade practices* in the conduct of any trade or commerce. In the prevailing case of Rhodes v. AIG Domestic Claims, Inc. 461 Mass. 486 (2012) the court held that violations of MGL c93A will be deemed willful when the offending party clearly violates an Attorney General Regulation. As indicated in Rhodes, when tort liability becomes reasonably clear, insurers have duty to effectuate a prompt, fair, and equitable settlement pursuant to MGL c.176D, §3(9)(f). It is undisputable that your company's failure to actually inspect the physical property following the claim is "ad minimus" to processing any claim – nevertheless, your company refused to inspect. Be it known that a violation of MGL c.176D, §3(9)(f) is a "per se" violation of MGL c.93A for which liability under the statute is automatic, and treble damages shall apply.

To this end, this Office makes formal demand for your violations of both MGL c.176D et. seq. and MGL c.93A et. seq.. You shall provide a response pursuant to MGL. c.93A as you deem fit within thirty (30) days of receipt of this letter. Please note that M.G.L. c. 93A §9 provides the opportunity to make a reasonable written settlement offer within thirty days of your receipt of this letter. The purpose of the statutory written demand is to encourage settlements. While contemplating your offer, your attention is directed to the public policy behind M.G.L. c. 93A's settlement provision:

> "Indeed, the conduct proscribed by the Statute is as much the failure to make a reasonable settlement offer as it is the substantive violation of c. 93A. Multiple damages are the appropriate punishment for forcing plaintiffs to litigate clearly valid claims" *International Fidelity Ins. Co. v. Wilson, 443 N.E. 2d 1308, 1318 (Mass, 1983)"*

Thank you for your immediate attention to this formal pre-suit demand. You are commanded to direct all communication to this office and not contact my clients or their family members in any manner. Any communication by and between the parties or their counsel arising out of or in response to this letter shall be engaged in without prejudice unless otherwise agreed to in writing.

This office intends to institute full legal proceedings if same are necessary to obtain demand outlined above.

Regards,

Chaz R. Fisher

Enclosures:
- Copy – Deed May 31, 2014
- Copy – Deed August 28, 2015

Cc: Clients

Middlesex North Registry of Deeds

Electronically Recorded Document

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Recording Information

Document Number	: 19729
Document Type	: DEED
Recorded Date	: May 30, 2014
Recorded Time	: 03:51:21 PM
Recorded Book and Page	: 28210 / 48
Number of Pages(including cover sheet)	: 3
Receipt Number	: 665266
Recording Fee (including excise)	: $726.92

****

MASSACHUSETTS EXCISE TAX
Middlesex North ROD #14 001
Date: 05/30/2014 03:51 PM
Ctrl# 057285 25318 Doc# 00019729
Fee: $601.92 cons: $132,000.00

****

Middlesex North Registry of Deeds
Richard P. Howe Jr., Register
360 Gorham Street
Lowell, Massachusetts 01852
978/322-9000
www.lowelldeeds.com

Property Address: 112 Woburn Street, Lowell, MA 01852

QUITCLAIM DEED

I, LOUISE MORIN, an Unmarried Woman and surviving life estate holder under deed recorded June 20, 2011 (Book 25043, Page 109) herenow releases said life estate and joins with her daughter, CHRISTINE N. MORIN n/k/a CHRISTINE N. KILEY, a Married Woman, both of Chelmsford, Middlesex County, Massachusetts in consideration of receiving ONE HUNDRED THIRTY TWO THOUSAND DOLLARS and NO cents ($132,000.00), does hereby grant and convey to JINNY CHEN TAI, Trustee of A&K TRUST under Declaration of Trust dated February 6, 2012 (see Trust Certificate Pursuant to MGL Chapter 184, Section 35, recorded with Middlesex North District Registry of Deeds, Book 25714, Page 161), with a mailing address of 8 Lauren Way, Lowell, Massachusetts 01854,

With quitclaim covenants

A certain parcel of land located at 112 Woburn Street, Lowell, Massachusetts 01852 with the buildings thereon as follows:

The land in said Lowell with the buildings thereon situated on the easterly side of Woburn Street and the northerly side of Spruce Street, and being Lots 2 and 4 on a plan entitled "Plan of Land in Lowell, Mass. belonging to Margaret Wheelock Merrill, surveyed April 1915, Smith & Brooks, Civil Engineers" recorded in the Registry of Deeds for the Northern District of said County, Book of Plans 37, Plan 94, bounded:

WESTERLY	by said Woburn Street, seventy and 5/100 (70.05) feet;
NORTHERLY	by Lots 1 and 3 on said plan one hundred forty-seven and 39/100 (147.39) feet;
EASTERLY	by Lot 6 on said plan seventy-four and 43/100 (74.43) feet; and
SOUTHERLY	by said Spruce Street one hundred sixty-four and 89/100 (164.89) feet.

Containing eleven thousand eighty-two (11,082) square feet of land and be said contents and any or all of said measurements more or less.

The Grantor, Christine N. Morin n/k/a Christine N. Kiley, hereby affirms, under the pains and penalties of perjury that she is married, but neither she nor her spouse, Jon Kiley, occupy or intend to occupy the granted premises as their principal residence, and are therefore not entitled to claim a benefit of an estate of homestead in the premises.

The Life Estate holder, Louise Morin, hereby releases all homestead rights in the property, if any.

Being a portion of the premises conveyed to Christine N. Morin by deed dated June 8, 2011 and recorded with Middlesex North District Registry of Deeds, Book 25043, Page 109. Normand A. Morin deceased April 1, 2014. See Death Certificate and Estate Tax Affidavit recorded with said Registry of Deeds herewith.

Executed as a sealed instrument this 30th day of May, 2014.

Louise Morin

Christine N. Morin
a/k/a Christine N. Kiley

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss **MAY 30th, 2014**

On this day, before me, the undersigned notary public, personally appeared LOUISE MORIN and CHRISTINE N. MORIN a/k/a CHRISTINE N. KILEY proved to me through satisfactory evidence of identification, which were driver's license ___ to be the person whose name is signed on the preceding or attached document and acknowledged to me that each has signed it voluntarily for its stated purpose.

ARTHUR C. SULLIVAN, JR. NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS MY COMMISSION EXPIRES NOV 10 2017

Notary Public

My commission Expires: 11-10-2017

Middlesex North Registry of Deeds

Electronically Recorded Document

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Recording Information

Document Number	: 39115
Document Type	: DEED
Recorded Date	: August 28, 2015
Recorded Time	: 12:12:20 PM
Recorded Book and Page	: 29375 / 209
Number of Pages(including cover sheet)	: 3
Receipt Number	: 709568
Recording Fee (including excise)	: $1,324.28

****

MASSACHUSETTS EXCISE TAX
Middlesex North ROD #14 001
Date: 08/28/2015 12:12 PM
Ctrl# 063212 30693 Doc# 00039115
Fee: $1,199.28 cons: $263,000.00

****

Middlesex North Registry of Deeds
Richard P. Howe Jr., Register
360 Gorham Street
Lowell, Massachusetts 01852
978/322-9000
www.lowelldeeds.com

Property Address: 112 Woburn Street, Lowell, MA 01852

QUITCLAIM DEED

JINNY CHEN TAI, TRUSTEE OF A&K TRUST U/D/T DATED FEBRUARY 6, 2012 (see Trust Certificate Pursuant to MGL Chapter 184, Section 35, recorded with Middlesex North District Registry of Deeds, Book 25714, Page 161, see also Confirmatory Certificate recorded said Registry, Book 28906, Page 194), of Lowell, Middlesex County, Massachusetts

For consideration paid and in full consideration of **TWO HUNDRED SIXTY THREE THOUSAND AND 00/100 DOLLARS ($263,000.00)**

Grants to **SOPHEA POCH AND LYDA TOUCH**, husband and wife, as tenants by the entirety, of 112 Woburn Street, Lowell, Massachusetts 01852

With **QUITCLAIM COVENANTS**

A certain parcel of land located at 112 Woburn Street, Lowell, Massachusetts 01852 with the buildings thereon as follows:

The land in said Lowell with the buildings thereon situated on the easterly side of Woburn Street and the northerly side of Spruce Street, and being Lots 2 and 4 on a plan entitled "Plan of Land in Lowell, Mass. belonging to Margaret Wheelock Merrill, surveyed April 1915, Smith & Brooks, Civil Engineers" recorded in the Registry of Deeds for the Northern District of said County, Book of Plans 37, Plan 94, bounded:

WESTERLY	by said Woburn Street, seventy and 5/100 (70.05) feet;
NORTHERLY	by Lots 1 and 3 on said plan one hundred forty-seven and 39/100 (147.39) feet;
EASTERLY	by Lot 6 on said plan seventy-four and 43/100 (74.43) feet; and
SOUTHERLY	by said Spruce Street one hundred sixty-four and 89/100 (164.89) feet.

Containing eleven thousand eighty-two (11,082) square feet of land and be said contents and any or all of said measurements more or less.

The Grantor hereby attests under the pains and penalties of perjury that this property is not a homestead residence and that no other individual has any homestead rights in the property.

For Grantor's title see deed dated May 30, 2014 and recorded with Middlesex North District Registry of Deeds in Book 28210, Page 48.

Executed as a sealed instrument this 28th day of August, 2015.

JINNY CHEN TAI, TRUSTEE OF
A&K TRUST

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss **AUGUST 28, 2015**

On this day, before me, the undersigned notary public, personally appeared JINNY CHEN TAI proved to me through satisfactory evidence of identification, which were Mass Driver's License to be the person whose name is signed on the preceding or attached document and acknowledged to me that she has signed it voluntarily for its stated purpose as Trustee of A&K Trust and that the foregoing instrument is his/her free act and deed.

Notary Public
My commission Expires: 7/31/20

RAYMOND T. WEICKER
MY COMMISSION EXPIRES JULY 31 2020
COMMONWEALTH OF MASSACHUSETTS
NOTARY PUBLIC

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

SCRANTON, PA 18505
OFFICIAL USE

Postage	$3.45	0970
Certified Fee	$2.80	05
Return Receipt Fee (Endorsement Required)	$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	$0.00	
	$0.71	
Total Postage & Fees	$ $6.96	09/10/2015

SALEM MA 01970 SEP 10 2015 USPS

Sent To: John Baumeister c/o Claims
Street & Apt. No., or PO Box No.: Metro Property Casualty Ins. Co
City, State, ZIP+4: PO Box 6040 Scranton PA 18505

PS Form 3800, July 2014 — See Reverse for Instructions

7014 2120 0000 1151 8951

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

John Baumeister
Metropolitan Property & Casualty Co.
Attn: Claims
P.O Box 6040
Scranton PA 18505

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

7014 2120 0000 1151 8951

PS Form 3811, July 2013 — Domestic Return Receipt

EXHIBIT “B”

MGL c.93A, §9

Print

PART I ADMINISTRATION OF THE GOVERNMENT	
TITLE XV REGULATION OF TRADE	
CHAPTER 93A REGULATION OF BUSINESS PRACTICES FOR CONSUMERS PROTECTION	
Section 9 Civil actions and remedies; class action; demand for relief; damages; costs; exhausting administrative remedies	

Section 9. (1) Any person, other than a person entitled to bring action under section eleven of this chapter, who has been injured by another person's use or employment of any method, act or practice declared to be unlawful by section two or any rule or regulation issued thereunder or any person whose rights are affected by another person violating the provisions of clause (9) of section three of chapter one hundred and seventy-six D may bring an action in the superior court, or in the housing court as provided in section three of chapter one hundred and eighty-five C whether by way of original complaint, counterclaim, cross-claim or third party action, for damages and such equitable relief, including an injunction, as the court deems to be necessary and proper.

(2) Any persons entitled to bring such action may, if the use or employment of the unfair or deceptive act or practice has caused similar injury to numerous other persons similarly situated and if the court finds in a preliminary hearing that he adequately and fairly represents such other persons, bring the action on behalf of himself and such other similarly injured and situated persons; the court shall require that notice of such action be given to unnamed petitioners in the most effective practicable manner. Such action shall not be dismissed, settled or compromised without the approval of the court, and notice of any proposed dismissal, settlement or compromise shall be given to all members of the class of petitioners in such manner as the court directs.

(3) At least thirty days prior to the filing of any such action, a written demand for relief, identifying the claimant and reasonably describing the unfair or deceptive act or practice relied upon and the injury suffered, shall be mailed or delivered to any prospective respondent. Any person receiving such a demand for relief who, within thirty days of the mailing or delivery of the demand for relief, makes a written tender of settlement which is rejected by the claimant may, in any subsequent action, file the written tender and an affidavit concerning its rejection and thereby limit any recovery to the relief tendered if the court finds that the relief tendered was reasonable in relation to the injury actually suffered by the petitioner. In all other cases, if the court finds for the petitioner, recovery shall be in the amount of actual damages or twenty-five dollars, whichever is greater; or up to three but not less than two times such amount if the court finds that the use or employment of the act or practice was a willful or knowing violation of said section two or that the refusal to grant relief upon demand was made in bad faith with knowledge or reason to know that the act or practice complained of violated said section two. For the purposes of this chapter, the amount of actual damages to be multiplied by the court shall be the amount of the judgment on all claims arising out of the same and underlying transaction or occurrence, regardless of the existence or nonexistence of insurance coverage

available in payment of the claim. In addition, the court shall award such other equitable relief, including an injunction, as it deems to be necessary and proper. The demand requirements of this paragraph shall not apply if the claim is asserted by way of counterclaim or cross-claim, or if the prospective respondent does not maintain a place of business or does not keep assets within the commonwealth, but such respondent may otherwise employ the provisions of this section by making a written offer of relief and paying the rejected tender into court as soon as practicable after receiving notice of an action commenced under this section. Notwithstanding any other provision to the contrary, if the court finds any method, act or practice unlawful with regard to any security or any contract of sale of a commodity for future delivery as defined in section two, and if the court finds for the petitioner, recovery shall be in the amount of actual damages.

(3A) A person may assert a claim under this section in a district court, whether by way of original complaint, counterclaim, cross-claim or third-party action, for money damages only. Said damages may include double or treble damages, attorneys' fees and costs, as herein provided. The demand requirements and provision for tender of offer of settlement provided in paragraph (3) shall also be applicable under this paragraph, except that no rights to equitable relief shall be created under this paragraph, nor shall a person asserting a claim hereunder be able to assert any claim on behalf of other similarly injured and situated persons as provided in paragraph (2).

(4) If the court finds in any action commenced hereunder that there has been a violation of section two, the petitioner shall, in addition to other relief provided for by this section and irrespective of the amount in controversy, be awarded reasonable attorney's fees and costs incurred in connection with said action; provided, however, the court shall deny recovery of attorney's fees and costs which are incurred after the rejection of a reasonable written offer of settlement made within thirty days of the mailing or delivery of the written demand for relief required by this section.

[There is no paragraph (5).]

(6) Any person entitled to bring an action under this section shall not be required to initiate, pursue or exhaust any remedy established by any regulation, administrative procedure, local, state or federal law or statute or the common law in order to bring an action under this section or to obtain injunctive relief or recover damages or attorney's fees or costs or other relief as provided in this section. Failure to exhaust administrative remedies shall not be a defense to any proceeding under this section, except as provided in paragraph seven.

(7) The court may upon motion by the respondent before the time for answering and after a hearing suspend proceedings brought under this section to permit the respondent to initiate action in which the petitioner shall be named a party before any appropriate regulatory board or officer providing adjudicatory hearings to complainants if the respondent's evidence indicates that:

(a) there is a substantial likelihood that final action by the court favorable to the petitioner would require of the respondent conduct or practices that would disrupt or be inconsistent with a regulatory scheme that regulates or covers the actions or transactions complained of by the petitioner established and administered under law by any state or federal regulatory board or officer acting under statutory authority of the commonwealth or of the United States; or

(b) that said regulatory board or officer has a substantial interest in reviewing said transactions or actions prior to judicial action under this chapter and that the said regulatory board or officer has the power to provide substantially the relief sought by the petitioner and the class, if any, which the petitioner represents, under this section.

Upon suspending proceedings under this section the court may enter any interlocutory or temporary orders it deems necessary and proper pending final action by the regulatory board or officer and trial, if any, in the court, including issuance of injunctions, certification of a class, and orders concerning the presentation of the matter to the regulatory board or officer. The court shall issue appropriate interlocutory orders, decrees and injunctions to preserve the status quo between the parties pending final action by the regulatory board or officer and trial and shall stay all proceedings in any court or before any regulatory board or officer in which petitioner and respondent are necessarily involved. The court may issue further orders, injunctions or other relief while the matter is before the regulatory board or officer and shall terminate the suspension and bring the matter forward for trial if it finds (a) that proceedings before the regulatory board or officer are unreasonably delayed or otherwise unreasonably prejudicial to the interests of a party before the court, or (b) that the regulatory board or officer has not taken final action within six months of the beginning of the order suspending proceedings under this chapter.

(8) Except as provided in section ten, recovering or failing to recover an award of damages or other relief in any administrative or judicial proceeding, except proceedings authorized by this section, by any person entitled to bring an action under this section, shall not constitute a bar to, or limitation upon relief authorized by this section.

EXHIBIT "C"

MGL c.176D, §3

Print

PART I ADMINISTRATION OF THE GOVERNMENT	
TITLE XXII CORPORATIONS	
CHAPTER 176D UNFAIR METHODS OF COMPETITION AND UNFAIR AND DECEPTIVE ACTS AND PRACTICES IN THE BUSINESS OF INSURANCE	
Section 3 Unfair methods of competition and unfair or deceptive acts or practices	

Section 3. The following are hereby defined as unfair methods of competition and unfair or deceptive acts or practices in the business of insurance:?

(1) Misrepresentations and false advertising of insurance policies: making, issuing, circulating, or causing to be made, issued or circulated, any estimate, illustration, circular or statement which:?

(a) Misrepresents the benefits, advantages, conditions, or terms of any insurance policy;

(b) Misrepresents the dividends or shares of the surplus to be received on any insurance policy;

(c) Makes any false or misleading statements as to the dividends or share or surplus previously paid on any insurance policy;

(d) Misleads or misrepresents the financial condition of any person or the legal reserve system upon which any life insurer operates;

(e) Uses any name or title of any insurance policy or class of insurance policies misrepresenting the true nature thereof;

(f) Misrepresents for the purpose of inducing or tending to induce the lapse, forfeiture, exchange, conversion, or surrender of any insurance policy;

(g) Misrepresents for the purpose of effecting a pledge or assignment of or effecting a loan against any insurance policy; or

(h) Misrepresents any insurance policy as being shares of stock.

(2) False information and advertising generally: making, publishing, disseminating, circulating, or placing before the public, or causing, directly or indirectly, to be made, published, disseminated, circulated, or placed before the public, in newspaper, magazine or other publication, or in the form of a notice, circular, pamphlet, letter or poster or over any radio or television station, or in any other way, an advertisement, announcement or statement containing any assertion, representation or statement with respect to the business of insurance or with respect to any person in the conduct of

payable thereunder, or in any of the terms or conditions of such contract, or in any other manner whatever.

(8) Rebates: Except as otherwise expressly provided by law, knowingly permitting or offering to make or making any insurance contract, including but not limited to a contract for life insurance, life annuity or accident and health insurance, or agreement as to such contract other than as plainly expressed in the insurance contract issued thereon, or paying or allowing, or giving or offering to pay, allow, or give, directly or indirectly, as inducement to such insurance or annuity any rebate of premiums payable on the contract, or any special favor or advantage in the dividends or other benefits thereon, or any valuable consideration or inducement whatever not specified in the contract; or giving, or selling, or purchasing or offering to give, sell, or purchase as inducement to such insurance contract, or annuity or in connection therewith, any stocks, bonds, or other securities of any insurance company or other corporation, association, or partnership, or any dividends or profits accrued thereon, or anything of value whatsoever not specified in the contract.

Nothing in clauses (7) or (8) of this subsection shall be construed as including within the definition of discrimination or rebates any of the following practices:?(i) in the case of any contract of life insurance or life annuity, paying bonuses to policyholders or otherwise abating their premiums in whole or in part out of surplus accumulated from nonparticipating insurance, provided that any such bonuses or abatement of premiums shall be fair and equitable to policyholders and for the best interests of the company and its policyholders; (ii) in the case of life insurance policies issued on the industrial debit plan, making allowance to policyholders who have continuously for a specified period made premium payment directly to an office of the insurer in the amount which fairly represents the saving in collection expenses; (iii) readjustment of the rate of premium for a group insurance policy based on the loss or expense experienced thereunder, at the end of the first or any subsequent policy year of insurance thereunder, which may be made retroactive only for such policy year.

(9) Unfair claim settlement practices: An unfair claim settlement practice shall consist of any of the following acts or omissions:

(a) Misrepresenting pertinent facts or insurance policy provisions relating to coverages at issue;

(b) Failing to acknowledge and act reasonably promptly upon communications with respect to claims arising under insurance policies;

(c) Failing to adopt and implement reasonable standards for the prompt investigation of claims arising under insurance policies;

(d) Refusing to pay claims without conducting a reasonable investigation based upon all available information;

(e) Failing to affirm or deny coverage of claims within a reasonable time after proof of loss statements have been completed;

(f) Failing to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear;

(g) Compelling insureds to institute litigation to recover amounts due under an insurance policy by offering substantially less than the amounts ultimately recovered in actions brought by such insureds;

(h) Attempting to settle a claim for less than the amount to which a reasonable man would have believed he was entitled by reference to written or printed advertising material accompanying or made part of an application;

(i) Attempting to settle claims on the basis of an application which was altered without notice to, or knowledge or consent of the insured;

(j) Making claims payments to insured or beneficiaries not accompanied by a statement setting forth the coverage under which payments are being made;

(k) Making known to insured or claimants a policy of appealing from arbitration awards in favor of insureds or claimants for the purpose of compelling them to accept settlements of compromises less than the amount awarded in arbitration;

(l) Delaying the investigation or payment of claims by requiring that an insured or claimant, or the physician of either, submit a preliminary claim report and then requiring the subsequent submission of formal proof of loss forms, both of which submissions contain substantially the same information;

(m) Failing to settle claims promptly, where liability has become reasonably clear, under one portion of the insurance policy coverage in order to influence settlements under other portions of the insurance policy coverage; or

(n) Failing to provide promptly a reasonable explanation of the basis in the insurance policy in relation to the facts or applicable law for denial of a claim or for the offer of a compromise settlement.

(10) Failure to maintain complaint handling procedures; failure of any person to maintain a complete record of all of the complaints which it has received since the date of its last examination, which record shall indicate in such form and detail as the commissioner may from time to time prescribe, the total number of complaints, their classification by line of insurance, and the nature, disposition, and time of processing of each complaint. For purposes of this subsection, "complaint" shall mean any written communication primarily expressing a grievance. Agents, brokers and

adjusters shall maintain any written communications received by them which express a grievance for a period of two years from receipt, with a record of their disposition, which shall be available for examination by the commissioner at any time.

(11) Misrepresentation in insurance applications: making false or fraudulent statements or representations on or relative to an application for an insurance policy, for the purpose of obtaining a fee, commission, money, or other benefit from any insurers, agent, broker, or individual.

(12) A violation of section 2B, 95, 113X, 181 to 183, inclusive, 187B to 187D, inclusive, 189, 193E or 193K of chapter 175.

CIVIL TRACKING ORDER (STANDING ORDER 1- 88)	DOCKET NUMBER 1681CV00856	Trial Court of Massachusetts The Superior Court
CASE NAME: Morin, Christine et al vs. Metropolitan Property & Casualty Insurance Company		Michael A. Sullivan, Clerk of Court Middlesex County
TO: File Copy ,		COURT NAME & ADDRESS Middlesex Superior - Lowell 360 Gorham Street Lowell, MA 01852

TRACKING ORDER - F - Fast Track

You are hereby notified that this case is on the track referenced above as per Superior Court Standing Order 1-88. The order requires that the various stages of litigation described below must be completed not later than the deadlines indicated.

STAGES OF LITIGATION **DEADLINE**

	SERVED BY	FILED BY	HEARD BY
Service of process made and return filed with the Court		06/23/2016	
Response to the complaint filed (also see MRCP 12)		07/25/2016	
All motions under MRCP 12, 19, and 20	07/25/2016	08/22/2016	09/21/2016
All motions under MRCP 15	07/25/2016	08/22/2016	09/21/2016
All discovery requests **and depositions** served and non-expert despositions completed	01/19/2017		
All motions under MRCP 56	02/20/2017	03/20/2017	
Final pre-trial conference held and/or firm trial date set			07/18/2017
Case shall be resolved and judgment shall issue by			03/26/2018

The final pre-trial deadline is not the scheduled date of the conference. You will be notified of that date at a later time.

Counsel for plaintiff must serve this tracking order on defendant before the deadline for filing return of service.

This case is assigned to

DATE ISSUED	ASSISTANT CLERK	PHONE
03/25/2016	**Michael M Brennan**	**(978)453-0201**

Date/Time Printed: 03-25-2016 14:38:34 SCV026\ 11/2014

CRTR2709-CR

COMMONWEALTH OF MASSACHUSETTS
MIDDLESEX COUNTY
Docket Report

1681CV00856
Morin, Christine et al vs. Metropolitan Property & Casualty Insurance Company

CASE TYPE:	Contract / Business Cases	**FILE DATE:**	03/25/2016
ACTION CODE:	A06	**CASE TRACK:**	F - Fast Track
DESCRIPTION:	Insurance Contract		
CASE DISPOSITION DATE	05/05/2016	**CASE STATUS:**	Closed
CASE DISPOSITION:	Transferred to another Court	**STATUS DATE:**	05/05/2016
CASE JUDGE:		**CASE SESSION:**	Civil L1

LINKED CASE

PARTIES

Plaintiff Estate Of Normand A. Morin	**649059** Fisher, Chaz Robert FISHER LEGAL, P.A. FISHER LEGAL, P.A. 217 Hanover Street #184 Boston, MA 02113 Work Phone (617) 851-1560 Added Date: 03/25/2016
Plaintiff Morin, Christine Chelmsford, MA 01824	**649059** Fisher, Chaz Robert FISHER LEGAL, P.A. FISHER LEGAL, P.A. 217 Hanover Street #184 Boston, MA 02113 Work Phone (617) 851-1560 Added Date: 03/25/2016
Defendant Metropolitan Property & Casualty Insurance Company CT Corporation System 155 Federal st. suite 700 Boston, MA 02110	**Private Counsel** **565038** Snyder, Michael L McGovern, Snyder & Ganem, P.C. McGovern, Snyder & Ganem, P.C. 21 Merchants Row Fourth Floor Boston, MA 02109 Work Phone (617) 723-1444 Added Date: 04/11/2016

CRTR2709-CR

COMMONWEALTH OF MASSACHUSETTS
MIDDLESEX COUNTY
Docket Report

INFORMATIONAL DOCKET ENTRIES

Date	Ref	Description	Judge
03/25/2016		Appearance entered On this date Chaz Robert Fisher, Esq. added for Plaintiff Christine Morin	
03/25/2016		Appearance entered On this date Chaz Robert Fisher, Esq. added for Plaintiff Estate Of Normand A. Morin	
03/25/2016		Case assigned to: DCM Track F - Fast Track was added on 03/25/2016	
03/25/2016	1	Original civil complaint filed.	
03/25/2016	2	Civil action cover sheet filed.	
03/25/2016		Demand for jury trial entered.	
04/06/2016	3	Service Returned for Defendant Metropolitan Property & Casualty Insurance Company: Service made in hand to Gail Brown, agent, 155 Federal St., Ste.700, Boston, MA 02110	
04/11/2016		Attorney appearance On this date Michael L Snyder, Esq. added as Private Counsel for Defendant Metropolitan Property & Casualty Insurance Company	
05/02/2016	4	Plaintiff's Notice of intent to file motion for default pursuant to Rule 55(a) Applies To: Morin, Christine (Plaintiff)	
05/05/2016	5	Notice of Removal to the United States District Court filed by (16CV10687 LTS) Applies To: Metropolitan Property & Casualty Insurance Company (Defendant)	
05/05/2016		REMOVED to the U.S. District Court	
05/05/2016		Case transferred to another court.	

MIDDLESEX, ss. **Commonwealth of Massachusetts**
SUPERIOR COURT DEPARTMENT OF THE TRIAL COURT

In testimony that the foregoing is a true copy on file and of record made by photographic process, I hereunto set my hand and affix the seal of said Superior Court this day of

~~Deputy~~ Assistant Clerk